

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

CHROME CHERRY DESIGN STUDIO  
(PTY) LTD,

Plaintiff,

v.

SHENZHEN BELLSWIN TECHNOLOGY  
CO., LTD., et al.,

Defendants.

Case No. 21-cv-06089

**Judge Elaine E. Bucklo**

**Magistrate Judge Young B. Kim**

**FINAL JUDGMENT ORDER**

This action having been commenced by Plaintiff Chrome Cherry Design Studio (Pty) Ltd (“Chrome Cherry” or “Plaintiff”) against the fully interactive, e-commerce stores<sup>1</sup> operating under the seller aliases identified on Schedule A attached hereto (collectively, the “Seller Aliases”), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto, (collectively, the “Defaulting Defendants”);

This Court having entered upon a showing by Chrome Cherry, a temporary restraining order and preliminary injunction against Defaulting Defendants which included an asset restraining order;

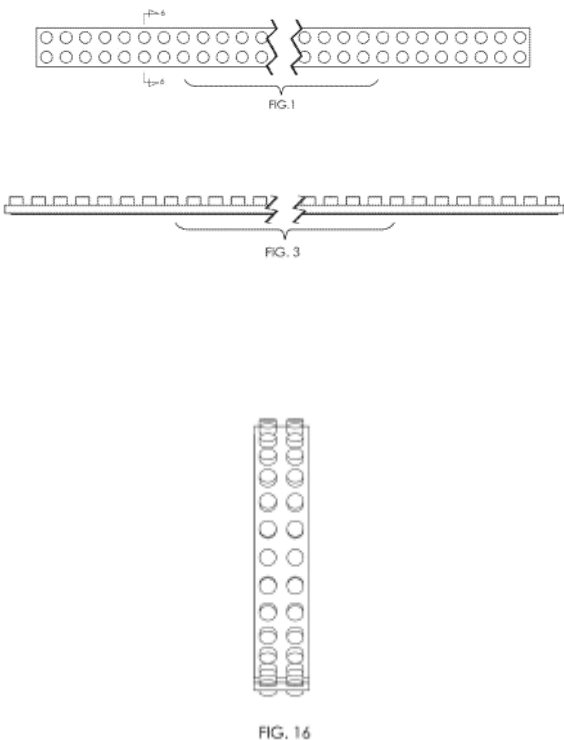
Chrome Cherry having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

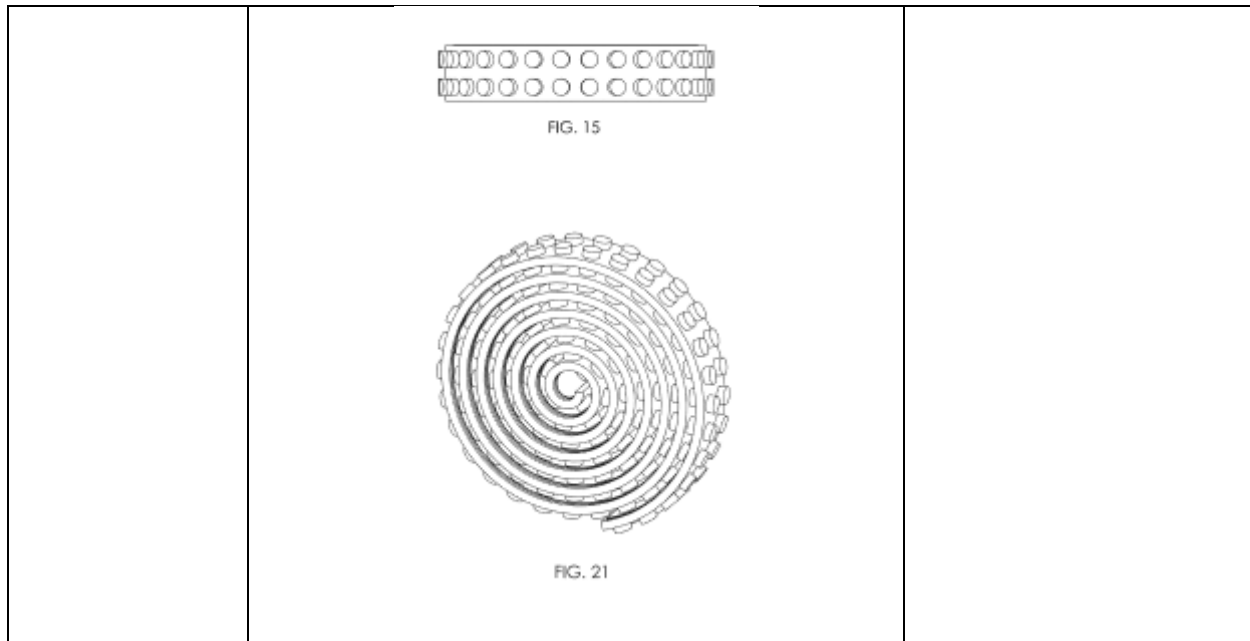
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<sup>1</sup> The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces.

Defaulting Defendants having failed to answer the Complaint or otherwise plead, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over Defaulting Defendants since Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars, and have sold products that infringe directly and/or indirectly Chrome Cherry's United States design patent shown in the below chart (the "CHROME CHERRY Design").

Patent Number	Claim	Issue Date
D813,317	 <p>FIG. 1</p> <p>FIG. 3</p> <p>FIG. 16</p>	March 20, 2018



THIS COURT FURTHER FINDS that Defaulting Defendants are liable for patent infringement (35 U.S.C. § 271).

IT IS HEREBY ORDERED that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be permanently enjoined and restrained from:
  - a. offering for sale, selling and importing any product not authorized by Chrome Cherry and that includes any reproduction, copy or colorable imitation of the design claimed in the CHROME CHERRY Design;
  - b. aiding, abetting, contributing to, or otherwise assisting anyone in infringing upon the CHROME CHERRY Design; and

- c. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in Subparagraphs (a) and (b).
2. Upon Chrome Cherry's request, any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay Inc. ("eBay"), AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc. ("Amazon"), DHgate, and ContextLogic Inc. d/b/a Wish.com ("Wish.com") (collectively, the "Third Party Providers") shall within ten (10) business days after receipt of such notice disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of infringing goods using the CHROME CHERRY Design.
3. Pursuant to 35 U.S.C. § 289, Chrome Cherry is awarded profits from each of the Defaulting Defendants for infringing use of the CHROME CHERRY Design on products sold through at least the Defaulting Defendants' Seller Aliases according to the below chart:

<b>Defaulting Defendant Seller Aliases</b>	<b>Profit Award</b>
Fashion Silicone Products (Shenzhen) Co., Ltd.	\$250
Shantou Beijia Technology Co., Ltd. Trading Company	\$250
Shenzhen Bellswin Technology Co., Ltd.	\$250
Shenzhen Wingene Electronic Development Co., Ltd.	\$250
Yongkang Shunhui Import & Export Co., Ltd. Trading Company	\$250
Cheapest Baby & Mother's Store	\$3,895
Fun Pluss Store	\$851
happyday888 Store	\$818
hommy changran store	\$630
Jkela Official Store	\$563
plp 888 Store	\$250

Practical quality Store	\$795
RECEESON Store	\$642
Shiny Toy World Store	\$326
Shop5842135 Store	\$250
Shop911337197 Store	\$250
28Kids Toy Store	\$1,086
Children's boutique gift Store	\$250
Jany kktoy Store	\$250
JT RC Toy Store	\$630
LeZhiCai Store	\$286
Lx toy Store	\$382
Shop910763020 Store	\$250
SimonZhao Store	\$250
Yun Shang Store	\$250
biaobiaoshanghang	\$250
DEJHDW	\$250
FunChou	\$582
haochenbaihuoshangcheng	\$250
Mighty-pro	\$1,255
Fruitorange	\$250
duozifengcai123	\$250
Ernie's ToyShop	\$250
lisheng's shop	\$250
MarquisMattox	\$250
MMS Tmall	\$310
Moshk	\$250
Ninomi	\$1,997
Pierre	\$250
teresa buendia	\$250
wan widget maker intemational	\$250
yuste998	\$250


4. Chrome Cherry may serve this Order on Third Party Providers, including PayPal, Inc. (“PayPal”), eBay, Alipay, Alibaba, Ant Financial Services Group (“Ant Financial”), Wish.com, DHgate, and Amazon Pay, by e-mail delivery to the e-mail addresses Chrome Cherry used to serve the Temporary Restraining Order on the Third Party Providers.

5. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, DHgate, and Amazon Pay, shall, within ten (10) business days of receipt of this Order, permanently restrain and enjoin any financial accounts connected to Defaulting Defendants' Seller Aliases or Online Marketplaces from transferring or disposing of any funds, up to the above identified damages award, or other of Defaulting Defendants' assets.
6. All monies, up to the above identified damages award, in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, DHgate, and Amazon Pay, are hereby released to Chrome Cherry as partial payment of the above-identified damages, and Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, DHgate, and Amazon Pay, are ordered to release to Chrome Cherry the amounts from Defaulting Defendants' financial accounts within ten (10) business days of receipt of this Order.
7. Until Chrome Cherry has recovered full payment of monies owed to it by any Defaulting Defendant, Chrome Cherry shall have the ongoing authority to serve this Order on Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, DHgate, Wish.com, and Amazon Pay, in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, DHgate, Wish.com, and Amazon Pay, shall within ten (10) business days:
  - a. locate all accounts and funds connected to Defaulting Defendants' Seller Aliases and Online Marketplaces, including, but not limited to, any financial accounts connected

- to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 2 to the Declaration of Pierre Swart, and any e-mail addresses provided for Defaulting Defendants by third parties;
- b. restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
  - c. release all monies, up to the above identified damages award, restrained in Defaulting Defendants' financial accounts to Chrome Cherry as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
8. In the event that Chrome Cherry identifies any additional online marketplaces or financial accounts owned by Defaulting Defendants, Chrome Cherry may send notice of any supplemental proceeding to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 2 to the Declaration of Pierre Swart and any e-mail addresses provided for Defaulting Defendants by third parties.
9. The ten thousand dollar (\$10,000) surety bond posted by Chrome Cherry is hereby released to Chrome Cherry or its counsel, Greer, Burns & Crain, Ltd. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Chrome Cherry or its counsel.

This is a Final Judgment.

DATED: January 26, 2022

  
Elaine E. Bucklo  
United States District Judge

**Chrome Cherry Design Studio (Pty) Ltd v. Shenzhen Bellswin Technology Co., Ltd., et al. -  
Case No. 21-cv-6089**

## Schedule A

<b>Defendant Online Marketplaces</b>		
<b>No</b>	<b>URL</b>	<b>Name / Seller Alias</b>
1	bellswin.en.alibaba.com	Shenzhen Bellswin Technology Co., Ltd.
2	bjkjtoy.en.alibaba.com	Shantou Beijia Technology Co., Ltd. Trading Company
3	fscool.en.alibaba.com	Fashion Silicone Products (Shenzhen) Co., Ltd.
4	shunhuico.en.alibaba.com	Yongkang Shunhui Import & Export Co., Ltd. Trading Company
5	win-gene.en.alibaba.com	Shenzhen Wingene Electronic Development Co., Ltd.
6	aliexpress.com/store/2654083	Jkela Official Store
7	aliexpress.com/store/3861027	Cheapest Baby & Mother's Store
8	aliexpress.com/store/5070346	hommy changran store
9	aliexpress.com/store/5842135	Shop5842135 Store
10	aliexpress.com/store/910326216	RECEESOON Store
11	DISMISSED	DISMISSED
12	aliexpress.com/store/911337197	Shop911337197 Store
13	aliexpress.com/store/911712426	Fun Pluss Store
14	aliexpress.com/store/911856061	Shiny Toy World Store
15	aliexpress.com/store/912270128	plp 888 Store
16	aliexpress.com/store/912301124	happyday888 Store
17	jiansu.aliexpress.com/store/5786636	Practical quality Store
18	aliexpress.com/store/1281021	Yun Shang Store
19	aliexpress.com/store/1815286	JT RC Toy Store
20	aliexpress.com/store/3101079	SimonZhao Store
21	aliexpress.com/store/5737026	LeZhiCai Store
22	aliexpress.com/store/5961054	Lx toy Store
23	aliexpress.com/store/910316269	Jany kktoy Store
24	aliexpress.com/store/910763020	Shop910763020 Store
25	aliexpress.com/store/910931004	Children's boutique gift Store
26	aliexpress.com/store/910992037	28Kids Toy Store
27	amazon.com/sp?seller=A1B38BF4IPVQ3Z	DEJHDW
28	amazon.com/sp?seller=A1B4ZZWDZGQ0WN	Mighty-pro
29	amazon.com/sp?seller=A2O4GID1U4IVJQ	haochenbaihuoshangcheng



30	amazon.com/sp?seller=A3KB2SK4NEPH9L	FunChou
31	amazon.com/sp?seller=AZJLLOXQG4MB	biaobiaoshanghang
32	dhgate.com/store/21715106	Fruitorange
33	wish.com/merchant/546d79119719cd21ac4d0b14	MMS Tmall
34	wish.com/merchant/5559db2cbd2f970e6bb6f3f6	wan widget maker intemational
35	wish.com/merchant/5712ec7400a681592c50ec6f	Pierre
36	wish.com/merchant/5741a2069023c059673db2c7	Ninomi
37	wish.com/merchant/5742efb09b39df594aafd025	lisheng's shop
38	wish.com/merchant/576a4b05615c5b5e68786bb5	duozifengcai123
39	wish.com/merchant/5d1bb82c3e1637487a53a268	Ernie's ToyShop
40	wish.com/merchant/5e7413c17e1ecc19429844e2	MarquisMattox
41	wish.com/merchant/5e927604a93eff2882479125	Moshk
42	wish.com/merchant/5f40992936d3820d541a45a4	yuste998
43	wish.com/merchant/5f9f601edeb1a4004901cda1	teresa buendia